

1 UNITED ACADEMICS PROPOSAL

2  
3 INTELLECTUAL PROPERTY

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5 **Section 1. General Provisions.** To ensure that the faculty member has control over the direction,  
6 integrity, and use of their scholarly and creative work, ownership of all types of intellectual  
7 property shall rest with the faculty member who creates it, except in cases enumerated herein.  
8 Such ownership is recognized as an integral part of academic freedom.

9  
10 No faculty member shall be obliged to engage in the commercialization of their intellectual  
11 property nor to provide commercial justification for their scholarly or creative work.

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13 **Section 2. Definitions.**

- 14 a. Intellectual property means any result of scholarly or creative activity created by a faculty  
15 member that can be owned by a person and protected under patent, copyright, trademark,  
16 or similar laws. Intellectual property includes, but is not limited to, inventions or  
17 technological improvements such as any new and useful process, machine, device,  
18 manufacture, or composition of matter, and any new and useful improvements, designs,  
19 or developments. Intellectual property further includes educational and professional  
20 materials such as books, texts, articles, monographs, glossaries, bibliographies,  
21 cartographic materials, modular posters, study guides, laboratory manuals, course  
22 packages, interactive textbooks, multimedia instructional packages, syllabi, tests and  
23 work papers, lectures, musical and/or dramatic compositions, choreographic works,  
24 performers' performances, unpublished scripts, films, charts, presentation slides, other  
25 visual aids, video and audio recordings, computer programs, live video and audio  
26 broadcasts, programmed instructional materials, Ecampus course materials, drawings,  
27 paintings, sculptures, photographs, and other works of art.
- 28 b. Inventor(s) means the individual(s) who first conceived or developed an invention,  
29 improvement, design, or development.
- 30 c. Author(s) means the individual(s) responsible for development of a copyrightable work.
- 31 d. Ownership means the control of copyright and the right to patent, sell, assign, distribute,  
32 or license the use of material.
- 33 e. Net royalty income means the revenues after deduction from gross royalty income of all  
34 expenses and costs incurred in developing the invention or material and expenses and  
35 costs incurred by the faculty member and/or the Administration for copyright litigation,  
36 licensing, interference, marketing, and enforcing or defending any patent.

37  
38 **Section 3. Copyright.** Copyright applies to all original scholarly, literary, dramatic, artistic, and  
39 musical works as well as sound recordings, performer's performances, and communication  
40 signals.

41  
42 Works include but are not limited to: books, texts, articles, monographs, glossaries,  
43 bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, course  
44 packages, interactive textbooks, multimedia instructional packages, syllabi, tests and work  
45 papers, lectures, musical and/or dramatic compositions, choreographic works, performers'  
46 performances, unpublished scripts, films, charts, presentation slides, other visual aids, video and

1 audio recordings, computer programs, live video and audio broadcasts, programmed instructional  
2 materials, Ecampus course materials, drawings, paintings, sculptures, photographs, and other  
3 works of art.

4  
5 All copyright belongs to the faculty member or members who create the work even if it is  
6 produced during the course of employment and with the use of university facilities and  
7 resources, except in those cases where there is a written contract to the contrary which assigns  
8 the copyright to the Administration or a third party. Such a written contract may be appropriate  
9 in instances where the work has been specifically commissioned by the Administration and  
10 compensated for through a course release, development grant, or overload payment designated  
11 for the development of the work. When such agreements are reached, faculty members retain the  
12 right to royalty free use of works they develop and the right to first refusal to teach any course  
13 they develop.

14  
15 In the event that the Administration relinquishes their rights in any work, all intellectual property  
16 rights shall revert back to the author. In the event that the author is deceased, the rights shall  
17 revert to the estate of the author.

18  
19 In the event that an original work is the creation of more than one faculty member, the provisions  
20 of this Article apply on a pro rata basis to all authors of the work.

21  
22 Faculty members have the right to United Academics representation in all negotiations leading to  
23 written agreements or contracts under this Section.

24  
25 A copy of all written agreements or contracts under this Section shall be provided to United  
26 Academics.

27  
28 **Section 4. Patents.** The discovery of patentable inventions is not a primary purpose of university  
29 research, nor is it a condition for support of such research.

30  
31 The Administration agrees that the faculty member shall have no obligation to seek patent  
32 protection for the results of their work or to modify research to enhance patentability.

33  
34 Faculty members are the owners of the intellectual property rights in any invention,  
35 improvement, design, or development that they create in the course of their employment, even if  
36 it was produced with university facilities and resources, except in those cases where there is a  
37 written contract specific to the given invention, improvement, design, or development which  
38 assigns the property to the Administration or a third party. Such a written contract may be  
39 appropriate in instances where the invention, improvement, design, or development has been  
40 specifically commissioned by the Administration or a third-party grant or contract.

41  
42 In the event that the Administration relinquishes their rights in any invention, improvement,  
43 design, or development, all intellectual property rights shall revert back to the inventor. In the  
44 event that the inventor is deceased, the rights shall revert to the estate of the inventor.

45  
46 As owner of their intellectual property, a faculty member who has conceived or developed an

1 invention, improvement, design, or development shall have the sole right to decide whether to  
2 seek a patent or to allow the public use of their invention, improvement, design, or development,  
3 except in those cases where there is a written contract which assigns property to the  
4 Administration or a third party.

5  
6 In the event that an invention, improvement, design, or development is the creation of more than  
7 one faculty member, the provisions of this Article apply on a pro rata basis to all inventors.

8  
9 Faculty members have the right to United Academics representation in all negotiations leading to  
10 written agreements or contracts under this Section.

11  
12 A copy of all written agreements or contracts under this Section shall be provided to United  
13 Academics.

14  
15 **Section 5. Royalty Rights.** The Administration shall support faculty who wish to pursue  
16 commercialization through the Office of Commercialization and Corporate Development.

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18 A faculty member who has conceived or developed an invention, improvement, design, or  
19 development shall have the sole right to decide whether, by what means, and on what terms to  
20 produce or market the invention, improvement, design, or development except in those cases  
21 where there is a written contract to the contrary which assigns such rights to the Administration  
22 or a third party. Such a written contract may be appropriate in instances where the invention,  
23 improvement, design, or development has been specifically commissioned by the Administration  
24 or a third-party grant or contract.

25  
26 The Administration has no claim to the revenue arising from any invention, improvement,  
27 design, or development made by faculty members without the use of the Administration's time,  
28 resources, or facilities.

29  
30 A faculty members who intend to commercialize an invention, improvement, design, or  
31 development shall report the findings to the Office of Commercialization and Corporate  
32 Development. Faculty members engaging with the Office of Commercialization and Corporate  
33 Development have the right to representation by United Academics in all meetings pertaining to  
34 commercialization, ownership, and royalty sharing.

35  
36 Should the Administration have a valid claim on the royalties arising from any work, invention,  
37 improvement, design, or development because of the use of the Administration's time, resources,  
38 or facilities by the faculty member, the faculty member and the Administration shall share in the  
39 net royalty income as follows:

- 40  
41 a. The net royalty income distributed to the author(s) of works shall be not less than 50  
42 percent of the net royalty income received.  
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44 b. The net royalty income distributed to the inventor(s) of a commercialized invention,  
45 improvement, design, or development shall be:  
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- 1  
2 i. not less than 40 percent of the first \$50,000 of net royalty income received;  
3 ii. not less than 35 percent of the next \$50,000; and  
4 iii. not less than 30 percent of all additional net royalty income.  
5

6 If the inventor or author cannot be determined, or if the inventor or author waives any claim to  
7 net royalty income, the percent share of royalties intended for such person will be distributed to  
8 the originating academic unit, laboratory, or center within the university.  
9

10 Faculty members shall have the right to United Academics representation in all negotiations  
11 leading to written agreements or contracts under this Section.  
12

13 A copy of all written agreements or contracts under this Section shall be provided to United  
14 Academics.  
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16 **Section 6. Right to Publish.** As outlined in Article XX, faculty members have the freedom to  
17 publish the results of scholarly activity.  
18

19 The Administration shall not require faculty members to enter into or administer any research  
20 agreement or grant that allows a third party to infringe on faculty members' freedom to publish  
21 the results of research.  
22

23 **Section 7. Right to Disclose Risks.**

24 Faculty members have the absolute right to publicly disclose information about risks to research  
25 participants or the general public or threats to the public interest that become known in the  
26 course of their research.

1 UNITED ACADEMICS PROPOSAL

2  
3 RESEARCH SUPPORT

4  
5 BRIDGE FUNDING

6 **Section 1. Bridge Funding Pool.** The Administration shall make available annually a pool equivalent to  
7 3% of the previous year’s recovered F&A costs for the purposes of bridge funding. The Administration is  
8 not obligated to distribute the entirety of this pool in a given fiscal year.

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10 **Section 2. Eligibility.** When a faculty member employed at 0.50 FTE or greater in a position supported  
11 by external funding has their FTE reduced below 0.50 because of the loss of funding, they will be eligible  
12 to apply for bridge funding.

13  
14 **Section 3. Application Process.** To apply for bridge funding, a faculty member must notify their  
15 academic unit head of their expected need for bridge funding thirty days prior to the termination or  
16 reduction of their current funding, except in cases of sudden unexpected reduction or termination of  
17 external funds.

18  
19 Applications for bridge funding must be made in writing and outline the reasons for needing bridge  
20 funding.

21  
22 Applications for bridge funding made by principal investigators should also detail the grant or award  
23 applications they have outstanding, as well as a brief description of how bridge funding will advance the  
24 research program of the faculty member before additional grants or awards are secured.

25  
26 Applications for bridge funding made by those who are not principal investigators should include a list of  
27 any outstanding grant or award projects on which their position is included, a statement of support from  
28 their immediate supervisor, and a brief description of their research experience and skills that support  
29 their program or university needs.

30  
31 **Section 4. Application Criteria.** Decisions to award bridge funds and the amount of support to be given  
32 to a particular applicant will be made by the Office of Research in consultation with the Dean of the  
33 college or program the faculty member is employed in, as well as the immediate supervisor of the  
34 bargaining unit member.

35  
36 Decisions about bridge funding shall be made by the date that the termination or reduction of FTE is  
37 expected, excepting cases of applications based on sudden or unexpected loss or termination of funding.  
38 In such cases, decisions on applications shall be made as soon as possible.

39  
40 **Section 5. Bridge Funding.** Faculty members whose applications for bridge funding are approved shall  
41 be eligible for up to nine months of salary and benefits until such time as they are able to secure a new  
42 source of funding.

1 Salary compensation will be based on the faculty member's base salary in the term immediately prior to  
2 the reduction or termination of their funding. Bridge funding should bring a faculty member to at least 0.5  
3 FTE in order to maintain their eligibility for benefits.

4  
5 Bridge funding will not be used for the purposes of supporting summer salary for a 9-month employee.

6  
7 No individual faculty member will be eligible for more than \$100,000 of bridge funding in a 9-month  
8 period.

9  
10 **Section 6. Health Insurance Extension.** A faculty member who has been employed at an average of 0.50  
11 FTE or greater over for five or more years of continuous service but has an unsuccessful application for  
12 bridge funding will be entitled to bridging support extending their insurance benefits for up to nine  
13 months.

14  
15 **Section 7. Bridging Assignment.** As soon as it is known that a faculty member will be awarded bridge  
16 funding, they will meet with their immediate supervisor, academic unit head, and/or the Dean or Dean's  
17 designee to discuss what continuing or alternative duties will be performed during the receipt of bridge  
18 funding. Faculty members only receiving a health insurance extension through Section 6 will not be  
19 expected to perform work.

20  
21 **Section 8. Bridge Funding Report.** No later than July 1 of each year the Office of Research will provide  
22 United Academics with a report of the total bridge funds distributed, the percentage of applicants that  
23 were supported, list of the positions and ranks of successful applicants, and the expected funding level of  
24 the next year's bridge funding pool.

## 25 26 **ADDITIONAL RESEARCH SUPPORT**

27 **Section 9. FRA/RA Job Exchange.** The Administration will compile a list of all open Fixed-Term  
28 Research positions and make this list available and searchable through the OSU Jobs website.

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30 Faculty members with a current appointment in a Fixed-Term Research position, or who were employed  
31 in an appointment in a Fixed-Term Research position within the previous six months, can be hired into an  
32 open Fixed-Term Research position via the FRA/RA Job Exchange without the need to conduct an open  
33 search. The Administration will tag all open Fixed-Term Research positions with the appointment type of  
34 Fixed-Term Research on OSU Jobs. The job posting for each of these positions will include a designation  
35 that such position is eligible for an FRA/RA Job Exchange.

36  
37 **Section 10. Research Support Bonuses to PIs.** The Administration agrees to return no less than 5% of  
38 the recovered F&A costs generated from an externally funded grant or award directly to the principal  
39 investigator (PI) of that grant. This money may be used at the discretion of the PI for any activities in  
40 support of research.

41  
42 In the event there are multiple PIs employed by Oregon State University on a single grant or award, the  
43 money will be divided up among the co-PIs equally, unless an alternative arrangement has been specified  
44 by the co-PIs.

1  
2 The total transfer of F&A funds directly to PIs is capped at a total dollar amount of \$100,000 per grant or  
3 award.

4  
5 Co-PIs on large grants that are shared with PIs at other institutions shall receive this returned F&A on the  
6 portion of overhead directly received by Oregon State University.

7  
8 **Section 11. Discounted Tuition for Graduate Employees.** To increase grant and award  
9 competitiveness, the rate of Graduate Employee tuition to be built into external grant and award  
10 applications and charged to these sources will be ½ the resident graduate tuition rate.

11  
12 **Section 12. Other Research and Grant Support.** The Administration will make all reasonable efforts to  
13 assist faculty in the preparation, application, and management of all external grants and awards. Upon  
14 request, faculty receiving grants and awards will have a right to receive, in a timely manner, any and all  
15 updates, clarifications, and information from the Research Office, Business Office, Human Resources  
16 Office, or any other part of the Administration that is involved in the process for applying, administering,  
17 or managing grant and award funding and research operations.